

Commercial Code at the above location, date, and time all equipment, including refrigerators, and inventory located at the above premises.

MANNER OF SALE: The real estate will first be offered for sale and the bid reserved. The equipment and inventory will be offered as an entirety and the bid reserved. Finally, the real estate, inventory, and equipment will be offered as an entirety and the bid reserved. The manner of sale that generates the highest return will be selected.

TERMS OF SALE: If the real property, inventory, and equipment are sold as an entirety, a deposit of Five Thousand Dollars (\$5,000.00) in cash or certified check, will be required of the purchaser(s) at the time and place of sale. Balance due within 30 days after final ratification of the sale by the Circuit Court for Frederick County. Interest to be paid by the purchaser(s) on the unpaid purchase money at the rate of 10% per annum from day of sale to day of settlement. Taxes, water rent, and all other municipal charges and liens to be adjusted to day of sale. All other public charges and assessments payable on an annual basis, including sanitary and/or metropolitan district charges, if any, to be adjusted for the current year to day of sale and assumed thereafter by the purchaser(s). Cost of all documentary stamps, recordation taxes, document preparation, and transfer taxes to be paid by the purchaser(s). The Mortgage Assignee reserves the right to reject any and all bids. If the real property, inventory, and equipment are sold separately, the inventory and equipment must be paid for, by cash or certified check, at the time and place of sale and the above deposit still will be required with respect to the sale of the real property.

The real property will be sold in an "AS IS" condition and without any warranties, either express or implied, as to the nature, condition or description of improvements, and subject to all easements, liens, conditions, existing housing, and zoning code violations, matters and restrictions of record affecting same, if any. The purchaser(s) at the foreclosure sale shall assume the risk of loss for the above referenced property after the date of the sale.

In the event that the purchaser(s) fail to go to settlement as required, the aforementioned deposit shall be forfeited and the property shall be resold at the purchaser(s) risk and expense.

The inventory and equipment will be sold "as is, where is, and with all faults," and shall be SUBJECT TO NO WARRANTIES, EITHER EXPRESS OR IMPLIED BY OPERATION OF LAW, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Because the inventory and equipment are being sold by The First National Bank of Maryland pursuant to the Maryland Uniform Commercial Code, the Bank neither covenants nor agrees to warrant or defend title to the inventory and equipment and will transfer to the purchaser(s) only such right, title, and interest in the inventory and equipment as the Bank may have and convey pursuant to the Maryland Uniform Commercial Code.

The information contained herein was obtained from sources deemed to be reliable, but is offered for information purposes